

29 APR 1982

MEMORANDUM FOR: Acting Director of Logistics

FROM:

Chief, Building Planning Staff, OL

STAT

SUBJECT: New CIA Building--Memorandum of Understanding and Agreement for Design and Construction Services

REFERENCE: Memorandum for D/L from Associate General Counsel, dtd 19 Apr 82, Same Subject, (OGC 82-03864; OL 2 1857)

1. This memorandum responds to the points raised in paragraph 2 of the reference and recommends acceptance of the memorandum of understanding (MOU) as written.

2. The current version of the MOU is silent on the question of Headquarters ownership by mutual agreement. We have argued for this type of wording to avoid delaying agreement by raising a historic issue that is not germane to the question of design and construction of a new building.

3. Paragraph 4, "The CIA Project Officer," was amended to allow the full-time assignment of architectural, engineering, and security personnel to the construction site management team to monitor technical progress for the Agency. The intent is to demonstrate General Services Administration (GSA) acceptance of our active participation in construction management. To my knowledge, there is nothing that would preclude our consulting other specialties when required.

4. Paragraph 4, "The Contracts Division (GSA)," talks to contracting authority within the context of construction contracting. Within that context, I do not believe we have an issue. The delineation of responsibilities covered by paragraphs 5 through 10 along with the wording under paragraph 4, "The CIA Project Officer," spells out the Agency prerogatives for those procurement actions which we intend to execute.

OL 2 1855

5. With respect to the wording of paragraph 7, adding the phrase "with CIA concurrence" is superfluous when one recognizes that the design approved by GSA results from an Agency-controlled design contract. While it could develop that GSA objects to our design, we have the option of exercising the authority contained in paragraph 4, "The CIA Project Manager," to resolve issues in our favor.

6. I believe the MOU as presented is adequate for our needs and recommend your signature.



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Attachments:

- A. MOU & Covering  
Memo (OL 2 1593)
- B. Reference

Distribution:

- Orig - Actg D/L, w/atts
- ~~X~~ - OL/BPS, w/atts (Official)
- 1 - OL Files, w/atts
- 1 - DD/L Chrono, w/atts

OL/BPS,  (28 Apr 82)

STAT



Services Capital  
Administration Region Washington, DC 20407

14  
ATTACHMENT

APR 6 1982

Mr. James H. McDonald  
Director of Logistics  
Central Intelligence Agency  
Washington, DC 20505

Dear Mr. McDonald:

Enclosed is the proposed Memorandum of Understanding and Agreement for Design and Construction Services, to be executed by and between our agencies for the New Central Intelligence Agency Building and Parking Structure in McLean, Virginia.

This document has been developed jointly by your staff and mine, and should form the basis of a sound and cooperative working relationship between the two agencies on the proposed project.

Two copies of the Memorandum are provided, both of which I have signed for the General Services Administration. Your signature for the Central Intelligence Agency will complete our formal agreement. Please return one signed copy of the Memorandum to the National Capital Region, 7th and D Streets, S.W., Washington, D.C., 20407, Room 2002, Attention, Mr. J. B. Stewart (WPC).

We look forward to working with you and your staff on the project.

Sincerely,

BERTRAND G. BERUBE  
Regional Administrator

Enclosure

OL 2 1593

**Page Denied**

CGC 82-03864

19 April 1982

MEMORANDUM FOR: Director of Logistics

FROM:

[Redacted]

Associate General Counsel

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SUBJECT: New CIA Building--Memorandum of Understanding and Agreement for Design and Construction Services

1. This Office has no legal objection to the proposed agreement, which has already been signed by the GSA Regional Administrator. We would, however, like to comment on a few of the contract provisions.

2. The block entitled "Statutory References" on GSA Form 2100 incorrectly cites our authority as "the Central Intelligence Agency Act of 1947, as amended." The correct year, of course, is 1949. Paragraph 2 of the Project Plan describes the Headquarters compound as "an existing GSA-maintained facility." This language should be acceptable to both parties, but it does not by itself constitute an assertion of CIA ownership of the property. It would be preferable to use the phrase "an existing CIA/GSA-maintained facility." Paragraph 4, subtitle "The CIA Project Officer," is acceptable, but would be more specific if it read, "The Project Officer will assign architectural, engineering, security, legal and other advisers... ." Paragraph 4, subtitle "The Contracts Division (GSA)," could possibly imply that GSA holds "all basic contracting authority" for the Headquarters compound as a matter of law. This could be avoided by substituting the word "exercise" for "maintain." Paragraph 7 neglects to mention that CIA will concur with GSA in the approval of construction documents, although such coordination may certainly be implied. The phrase "with CIA concurrence" should be added to clarify the procedure.

3. I recommend that the above changes be made and the agreement resubmitted to GSA.

[Redacted]  
Associate General Counsel

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OL 2 1857